



REQUEST FOR PROPOSAL No. BD80400S282

Notice to Vendors

THE DEPARTMENT OF ADMINISTRATIVE SERVICES, GSE PURCHASING,

ON BEHALF OF IOWA PUBLIC TELEVISION

WILL BE RECEIVING SEALED PROPOSALS UNTIL
3:00 P.M. CT , DECEMBER 16, 2003 FOR:

STATEWIDE DTV TRANSPORT SYSTEM

Late proposals will not be considered. For information regarding this notice, and throughout the competitive acquisition process, interested service providers shall contact only the issuing officer:

MS ASHLEY SUPER, PURCHASING AGENT III,
DEPARTMENT OF ADMINISTRATIVE SERVICES, GSE
HOOVER STATE OFFICE BUILDING, A LEVEL
DES MOINES, IOWA 50319, FAX: 515-242-5974, PH: 515-281-7073
EMAIL: Ashley.Super@iowa.gov

This RFP is available via Email in MS Word Format.

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CHAPTER 1
REQUEST FOR PROPOSAL NO. BD80400S282

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CHAPTER 1 - ADMINISTRATIVE ISSUES

1.1 PURPOSE AND BACKGROUND

In response to Requisition No RX285000343, the purpose of this RFP is to solicit proposals from qualified bidders to provide equipment, installation, support and training for a Statewide Digital Television Distribution System for Iowa Public Television (IPTV). IPTV is looking for a product that immediately meets the requirements identified. Solutions at a minimum, must meet the requirements in Chapter 3. The intent of this RFP is to award a contract to that responsible bidder whose proposal, conforming to this RFP, is most advantageous to the State, in terms of price and other factors as defined in this RFP document.

This RFP replaces RFP BD80300S243, which was canceled in July 2003 when PBS offered a package that included the HD master control (See Exhibit F). This RFP is intended to provide the balance of required equipment and the installation for a complete working system.

1.2 SCHEDULE OF EVENTS (ALL TIMES LISTED ARE IOWA LOCAL TIMES)

- A. A **Letter of Intent** to submit a proposal shall be received by the issuing officer **before November 18, 2003**. The letter of intent to submit a proposal should include a mailing address, an e-mail address and a facsimile transmission number to which future correspondence with respect to this RFP may be directed. The State cannot guarantee it can issue written clarifications, addenda, or other written notices to any person who fails to submit a letter of intent to submit a proposal.

The letter of intent to submit a proposal does not bind a prospective vendor to submitting a proposal. A letter of intent may be submitted through normal US mail delivery, by facsimile transmission, or e-mail. Prospective vendors are advised to verify with the Purchasing Agent that the letter of intent is appropriately received prior to the due date and time. Submission of the letter of intent is not mandatory to bid.

- B. **Vendor's Conference:** No vendor conference is planned.
- C. Vendors are invited to submit **written questions** and/or requests for interpretation concerning this RFP. The Issuing Officer must receive written questions **before November 18, 2003**. Written questions may be submitted by e-mail or facsimile transmission as well as by regular US mail or courier service.
- E. The State shall prepare a written response to all pertinent questions submitted by Vendors in writing. This response will be issued to all Intending Bidders no later than November 21, 2003.
- F. **Proposals must be received** at the Department of ADMINISTRATIVE SERVICES, GSE PURCHASING, Level A, Hoover State Office Building, Des Moines, Iowa **no later than 3:00 P.M. CT on December 16, 2003**. Proposals received after the due date and time will not be considered. Late proposals will be returned unopened to the sender. After 3:00 p.m., December 16, 2003, the names of prospective Vendors who timely submit proposals will be announced.

Announcement of the names of prospective Vendors who submit a proposal is not a guarantee that the Vendor(s) has/have met the format or technical specifications of the RFP. The contents of proposals shall remain confidential until the proposals have been evaluated and ADMINISTRATIVE SERVICES, GSE PURCHASING issues a notice of intent to award a contract(s).

- G. This system must be operational before May 1, 2004. Delivery time of equipment as bid and implementation schedule must be stated in Technical Proposal.
- H. Proposal prices, terms and conditions must be held firm for a 90 day period from the date of the notice of intent to award the contract.

1.3 INQUIRIES

- A. All inquiries concerning this RFP must be submitted in writing to the Issuing Officer:

Ms. Ashley Super, Purchasing Agent III
Iowa Department of ADMINISTRATIVE SERVICES, GSE PURCHASING
Hoover State Office Building, A Level, Des Moines, Iowa 50319
Phone: 515-281-7073, Facsimile Transmission: 515-242-5974
E-Mail: Ashley.Super@iowa.gov

- B. During the procurement, including any period of evaluation, prospective Vendors shall contact only the Issuing Officer. Vendors who communicate with any other state representative or state employee regarding this RFP risk being disqualified from bidding.
- C. In NO CASE shall verbal communication override written communications. Only written communications are binding on the State.
- D. The State assumes no responsibility for representations concerning conditions made by its officers or employees prior to the execution of a contract, unless such representations are specifically incorporated into this RFP. Verbal discussions pertaining to modifications or clarifications of this RFP shall not be considered part of the RFP unless confirmed in writing. All such requests for clarification shall be submitted in writing. Any information provided by the Vendor verbally shall not be considered part of that Vendor's proposal. Only written communications from the Vendor and received by the State shall be accepted.
- E. With the exception of the written proposal which must be submitted by prospective vendors in accordance with chapters 4 and 5 herein, communications between the State and prospective vendors may be conducted by regular prepaid US mail, courier service, Email or facsimile transmission.

1.4 PREPARATION OF THE PROPOSAL

The “Official Proposal” must, be typewritten, or printed from a word processor application. Handwritten Changes must be lined out and initialed. The RFP format of Chapter 4 shall be followed.

All answers that are given to the questions asked in this RFP are subject to verification. Misleading and/or inaccurate answers shall be grounds for disqualification at any stage in the procurement process.

The “Official Proposal” original, containing the original signatures, and two (2) copies of the entire proposal, shall be delivered in sealed package(s). All packages shall be clearly labeled with the following information.

To: Ms. Ashley Super,
Iowa Department of ADMINISTRATIVE SERVICES, GSE PURCHASING
Hoover State Office Building, A Level
Des Moines, Iowa 50319.

From: (Your Vendor’s Name and Address.)
(Your Contact Person and Telephone Number.
Project Title and RFP Number.
Proposal Due Date and Time.

In addition, if multiple packages per proposal are used, the packages comprising the complete proposal shall be numbered in the following fashion (i.e., 1 of 4, 2 of 4, etc.). The original proposal shall be clearly labeled “Official Proposal” and all copies shall bear a “Copy” label (i.e., Copy 1, Copy 2, etc.). No one package may weigh more than 25 lbs.

1.5 ECONOMY OF PRESENTATION AND PROPOSAL CLARIFICATION PROCESS

Proposals shall not contain promotional or display materials in response to the mandatory requirements. Proposals must address the technical and mandatory requirements as specified in the RFP. All questions posed in the RFP must be answered concisely and clearly.

The State, for the purpose of resolving ambiguities or questioning information presented in the proposals, may request clarifications from prospective vendors. Clarifications may occur throughout the proposal evaluation process. Clarification responses shall be in writing and shall address only the information requested. Responses shall be submitted to the Purchasing Agent within the time stipulated at the time the request is made. The clarification process will not permit revision or supplementation of the proposal’s offerings after submission.

1.6 MULTIPLE PROPOSALS

The State is seeking proposals that meet its requirements as outlined in the RFP. If more than one method of meeting these requirements is proposed, each should be labeled and submitted separately. Each proposal shall be evaluated separately.

1.7 RFP CHANGES AND ADDENDA

The State reserves the right to amend the RFP at any time. If the amendment occurs after the closing date for receipt of proposals, the State may, in its sole discretion, allow prospective vendors to amend their proposals in response to the amendment if the State deems it necessary.

The State shall prepare a written addendum in response to all pertinent questions and requests for interpretation submitted by writing.

In the event it becomes necessary to revise any part of the RFP prior to the scheduled submittal date, an addendum shall be issued to all prospective vendors who have submitted a letter of intent to submit a proposal.

1.8 REJECTION OF PROPOSALS

The State reserves the right to accept or reject any part of any proposal, and to accept or reject any or all proposals without penalty. Any proposal may be rejected outright and not evaluated for any one of the following reasons:

- A) Failure to deliver the proposal by the due date and time.
- B) Failure to follow the proposal format instructions as specified in Chapter 4 herein.

1.9 PROPOSAL OBLIGATIONS

The contents of the proposal and any clarification thereto submitted by the successful Vendor shall become part of the contractual obligation and incorporated by reference into the subsequent contract. All proposals must describe in detail, and include all integral elements necessary for the successful implementation and operation of the required services, including labor, equipment and services offered, and must be of such form that, upon approval, shall be contractually binding.

1.10 DATE, TIME AND PLACE TO SUBMIT PROPOSAL

The “Official Proposal” shall be completed in the format outlined in Chapter 4. One (1) original “Official Proposal”, and two (2) copies of the “Official Proposal” shall be received by the office of:

Ms. Ashley Super, PA III
Iowa Department of ADMINISTRATIVE SERVICES
GSE PURCHASING
Hoover State Office Building, A Level
Des Moines, Iowa 50319

The “Official Proposal” must be received no later than 3:00 P.M. CT on **December 16, 2003**.

Proposals, which are not submitted on time, may be rejected and not evaluated. The proposal shall be received in ADMINISTRATIVE SERVICES, GSE PURCHASING located on Level A of the Hoover State Office Building in Des Moines, Iowa. It is the Vendor’s responsibility to assure that the Vendor’s proposal(s) is (are) date-stamped and time-stamped prior to the stated due time. Proposals not so stamped shall be considered late.

1.11 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

By submission of a response to this proposal, the Vendor certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this procurement:

A. The prices in this proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any competitor.

B. Unless otherwise required by law, the prices that have been quoted in this proposal have not been knowingly disclosed by any Vendor and shall not knowingly be disclosed by the Vendor prior to the notice of intent to award, directly or indirectly to any competitor.

C. No attempt has been made or shall be made by the Vendor to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

D. Each person signing this proposal certifies that:

1) Either:

A. The person in the Vendor's organization is responsible within that organization for the decision as to the prices being offered herein, that the person has not participated, and shall not participate in any action contrary to 1.11 (A) through 1.11 (C) above,

-- OR --

B. The person in the Vendor's organization is not responsible within that organization for the decision as to the prices being offered herein, but that the person has been authorized in writing to act as an agent for the persons responsible for such decision in certifying that such persons have not participated, and shall not participate in, any action contrary to 1.11 (A) through 1.11 (C) above, and as their agent does hereby so certify; and the person has not participated, and shall not participate, in any action contrary to 1.11(A) through 1.11 (C) above.

-- AND --

2) And that the offer made by the submitted proposal (and any clarifications to that proposal) shall be signed by an officer of the offering entity or a designated agent empowered to bind the entity in a contract.

1.12 PROPOSAL ANNOUNCEMENT

The names of the Vendors who submit proposals within the time frame permitted will be supplied to any person who requests such information after the proposal due date and time. The announcement of names of Vendors who submitted a proposal does not mean that an individual proposal has been deemed technically compliant or that it has been accepted for evaluation.

1.13 WITHDRAWAL OF PROPOSALS

Proposals may be withdrawn, modified and resubmitted at any time prior to the date set for the receipt of proposals. A Vendor shall not withdraw its Proposal or its prices from close of submittal through the one hundred and eighty (180) day period immediately following the notice of intent to award a contract.

1.14 DISPOSITION OF PROPOSALS

All proposals become the property of the State. The State may, in its sole discretion, destroy any or all proposals, return them to the vendors, or archive them.

1.15 DISCLOSURE OF PROPOSAL CONTENT

The laws of Iowa require that at the conclusion of the selection process the contents of proposals be placed in the public domain and be opened to inspection by interested parties. Trade secrets or proprietary information that are legally recognized as such are protected by law and may be withheld if they are clearly identified as such and marked on each page in the proposals. Generally, the contents of the Cost Proposal may not be considered proprietary and may be placed in the public domain, although certain proprietary formulas, algorithms, and mathematical equations used to calculate a total cost may be deemed proprietary or subject to trade secret protection.

Prospective vendors are encouraged to familiarize themselves with Iowa Code chapter 22, Iowa Open Records Law. Please consult an attorney if you have questions about whether information may be considered as proprietary or confidential under Iowa law.

Request for confidential treatment of information must be included in the transmittal letter with the vendor's proposal. The request for confidential treatment of information must also include the name, address, and telephone number of the person authorized by the vendor to respond to any inquiries by the Department concerning the confidential status of the materials.

Any proposal submitted which contains confidential information must be conspicuously marked on the outside as containing confidential information, and each page upon which confidential information appears must be conspicuously marked as containing confidential information. **Identification of the entire proposal as confidential may be deemed non-responsive and disqualify the proposal from evaluation.**

If a proposal contains confidential information for which you are requesting confidential treatment, vendors must also submit an additional paper copy of the proposal and an additional copy on CD (both clearly marked "Public Copy") from which the confidential information had been excised. The confidential material must be excised in such a way as to allow the public to determine the general nature of the material removed and to retain as much of the proposal as possible.

The information marked confidential shall be treated as confidential information to the extent such information is determined confidential under Iowa Code chapter 22 or other provision of law by a court of competent jurisdiction. In the event the State receives a request for information marked confidential, written notice shall be given to the vendor prior to the release of the information to allow the vendor to seek injunctive relief or a protective order pursuant to Iowa Code section 22.8.

1.16 ORAL PRESENTATIONS

At the discretion of the State, Vendors may be required to make an oral presentation to supplement the written proposal. If so, the bidders with the highest technical evaluation will be required to make an oral presentation. The location, date and time of oral presentations shall be mutually agreed upon.

1.17 PROPOSAL EVALUATION AND AWARD

All proposals submitted shall be evaluated in accordance with the requirements set forth in Chapter 4 of the RFP. Any contract resulting from this RFP and subsequent evaluation process shall not necessarily be awarded to the Vendor with the lowest prices. Instead, the contract shall be awarded to the compliant Vendor who has the greatest number of points awarded as a result of the evaluation process.

1.18 GRATUITIES

The laws of Iowa provide that it is a felony to offer, promise, or give anything of value or benefit to a state employee with the intent to influence that employee's acts, opinion, judgment or exercise of discretion with respect to that employee's duties. Evidence of violations of this statute will be submitted to the proper prosecuting attorney.

Note: The State of Iowa provides reimbursement to its employees for transportation, lodging, meals, and miscellaneous expenses that are deemed necessary for the performance of their job-related responsibilities.

1.19 BID BOND AND LITIGATION BOND

No bid bond or litigation bond is required.

1.20 CONFLICTS BETWEEN TERMS

The State reserves the right to accept or reject any exception taken by the Vendor to the terms and conditions contained in this RFP. Should the Vendor take exception to the terms and conditions required by the State, the Vendor's exceptions may be rejected and the entire proposal declared non-responsive. The State may elect to negotiate with the Vendor regarding contract terms that do not materially alter the substantive requirements of the request for proposals or the contents of the Vendor's proposal.

1.21 IOWA STATUTES AND RULES

Iowa Code chapter 18, and Chapter 401, Iowa Administrative Code, contains policies and procedures for State of Iowa procurement under which this request for proposal is issued. The terms and conditions of this RFP, the resulting contract (s) or activities based upon this RFP shall be construed in accordance with the laws of Iowa.

1.22 LICENSES, PERMITS AND INSPECTIONS

The Vendor shall give all notices and comply with all codes, laws, ordinances, rules and regulations of any public authority having jurisdiction that bears on the performance of its work. The Vendor shall pay

for all licenses, permits and inspection fees required for its work. The Vendor must furnish copies of all approved inspection certificates and approvals from authorities having jurisdiction in a timely fashion upon completion of the work.

1.23 COSTS OF PREPARATION OF PROPOSAL

No payments shall be made to cover costs incurred by any Vendor in the preparation of or the submission of this RFP, travel to vendor conferences, oral presentations or other travel costs, or any other associated costs. By submitting a bid, the vendor agrees that it will not bring any claim or cause of action against the State based on any misunderstandings concerning the information provided herein or concerning the State's failure, negligent or otherwise, to provide the vendor with pertinent information.

1.24 NEWS RELEASES

News releases or other materials made available to the media or the public, the Vendor's clients or potential clients pertaining to this procurement or any part of the proposal shall not be made without the prior written approval of the Iowa Department of ADMINISTRATIVE SERVICES, GSE PURCHASING.

1.25 MISCELLANEOUS

A. The State reserves the right to waive minor deficiencies and informalities if, in the judgment of the State, its best interests will be served. Nonmaterial variances include minor informalities that do not affect responsiveness; that are merely a matter of form or format; that do not change the relative standing or otherwise prejudice other vendors; that do not change the meaning or scope of the RFP; or that do not reflect a material change in the services. In the event the State waives or permits cure of nonmaterial variances, such waiver or cure will not modify the RFP requirements or excuse the vendor from full compliance with RFP specifications or other contract requirements if the vendor is awarded the contract. The determination of materiality is in the sole discretion of the State.

B. The State reserves the right to make a written request for additional information from a Vendor to assist in understanding or clarifying a proposal. Any information received shall not be considered in the evaluation of the Vendor's proposal if it materially alters the content of the proposal.

C. The State reserves the right to conduct criminal history and other background investigations into the Vendor, its officers, directors, shareholders, or partners and managerial and supervisory personnel retained by the Vendor for the performance of the contract. The Vendor shall cause all waivers to be executed by the appropriate persons to effectuate the investigation, and shall pay the reasonable costs associated with such criminal history investigations.

1.26 TIME PERIOD WITHIN WHICH TO FILE AN APPEAL

Any vendor whose bid has been timely filed and who is aggrieved by the decision of the department may appeal the decision by filing a written Notice of Appeal in accordance with 401-9.9 Iowa Administrative

Code. Appeals are to be made in writing to the Director of the Department of Administrative Services, Hoover State Office Building, Des Moines, Iowa 50319-0104 within five days from the date of the issuance of the Intent to Award, exclusive of Saturdays, Sundays, and legal state holidays. A written notice may be filed by fax transmission to 515.242.5974. The notice of appeal must fully identify all issues being contested by reference to the page, section and line number(s) of the Bid.

A Notice of Appeal may not stay negotiations with the apparent successful vendor.

1.27 AWARD NOTICE AND ACCEPTANCE PERIOD

Notice of intent to award the contract will be forwarded to all vendors submitting a timely proposal. After the announcement of the apparent successful vendor, negotiation and execution of the contract commence immediately. If the apparent successful vendor fails to negotiate and deliver an executed contract within 90 days, the State, in its sole discretion, may cancel the award and award the contract to the next highest ranked vendor or withdraw the RFP.

End of Chapter One.

CHAPTER 2

REQUEST FOR PROPOSALS NO. BD80400S282

CONTRACTUAL TERMS AND CONDITIONS

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Chapter 2 – Contractual Terms and Conditions

2.1 Introduction

The following terms and conditions shall apply to the procurement process and be included in the Contract by reference if issued. Each bidder shall specifically stipulate and acknowledge its acceptance of these terms and conditions without change except as otherwise expressly stated in its proposal. Exceptions that materially change these terms or the requirements of the RFP may be deemed non-responsive by the Department, resulting in disqualification of the proposal. The determination of a material change shall be in the sole discretion of the Department. The Department may elect to negotiate with the successful bidder Contract terms that do not materially alter substantive requirements of the RFP or the contents of the proposal.

The Department will prepare the Contract, which will govern the Vendor's performance of services. The Contract shall be a combination by reference of the specifications, terms and conditions of the RFP, the offer contained in the proposal and any clarifications or additional provisions agreed to by the parties during negotiation and formalized in writing.

2.2 Incorporation of Documents

The RFP, any amendments and written responses to bidders' questions (collectively RFP) and the Vendor's Proposal submitted in response to the RFP, form the Contract between the Vendor and the Department are incorporated herein by reference. The parties are obligated to perform all services described in the RFP and Proposal unless the Contract specifically directs otherwise.

2.3 Order of Priority

In the event of a conflict between the Contract, the RFP and the Proposal, the conflict shall be resolved according to the following priority, ranked in descending order:

1. The Contract;
2. The RFP;
3. The Vendor's Proposal.
4. The Vendor's Acknowledgement

2.4 Delivery of Goods and Services ARO

This system must be operational before May 1, 2004. The project commencement and completion dates for this project shall be indicated on the bid form by the General Contract bidder only. The bidder shall be expected to estimate these to the best of their ability. The Vendor shall include a detailed time line in number of working days on the expected delivery ARO of for each of the deliverables in their proposal. At the discretion of the State, failure to deliver within the quoted time line, plus ten (10) days, without just cause as allowed per section 2.6, will constitute default. Remedy may include a reduction in price(s), in the amount of 2%, for each day deliverable is late and / or may include forfeiture of any performance bond.

2.5 Payment Terms, Net 60 Days

The Vendor shall submit invoices for payment. The Department shall forward the invoices to the Department's Bureau of Payments and Receipts for approval. The invoices shall be forwarded to the Department of Revenue and Finance for issuance of payment. The Department of Revenue and Finance shall issue a payment within sixty (60) days as provided in Iowa Code Section 421.40.

- A. Partial Payments on contract may be made monthly by means of a state warrant to the extent of ninety percent (90%) of the value of actual work performed, including material stored at the building site, as determined by the IPTV Project Manager.
- B. The Contractor shall submit to the IPTV Project Manager an application in triplicate for each partial payment on an A.I.A. Form G702 and G703 and, if required, receipts or other vouchers from subcontractors showing his payment to them for materials and labor. Applications shall reflect the valuation of work completed and materials furnished during the previous month's period. "Materials furnished" means materials incorporated in the work and materials suitably stored at the site.
- C. Final retainage shall not be released until at least thirty-one (31) days after completion and final acceptance of all work by the IPTV Project Manager, verification of sales / use tax refund requests, and all other contract requirements have been fulfilled, accepted and approved. The Department shall notify the Vendor in writing of any non-compliance and provide the Vendor an opportunity to cure any non-compliance in accordance with Subsection 6.6.2.1 prior to continued withholding of payment. If the non-compliance is not cured within the requisite time frame set out in Subsection 6.6.2.1, the Department may continue withholding ten (10) percent of any charges payable to the Vendor and may continue to withhold ten (10) percent of any succeeding payment until the non-compliance is cured, or the Department may pursue other remedies available to it under the Contract.
- D. No notification of payment being processed, no payment or partial payment made to the Contractor, nor the partial or entire use or occupancy of the work by IPTV shall be held to constitute an acceptance, in whole or in part, by IPTV prior to making the final payment and final acceptance in full completion of the contract.

2.5.1 No Increase in Charges

The Vendor shall not increase charges during the term of the Contract.

2.5.2 Overpayments to the Vendor

The Vendor shall promptly, but in all cases within thirty (30) days, pay to the Department the full amount of any erroneous payment or overpayment upon written notice of an erroneous payment or overpayment to which the Vendor is not entitled.

2.5.3 Amount of Business

The Department does not guarantee any set quantity or minimum amount of business to the Vendor. Requirements set forth in the Contract which fail to result in the level of activity or compensation anticipated will not constitute the basis for a price adjustment.

2.6 Termination

2.6.1 Immediate Termination

The Department may immediately terminate the Contract for any of the following reasons upon written notice to the Vendor:

- a. the Vendor furnishes a statement, representation, warranty, or certification in connection with the RFP or the Contract which is materially false or incorrect;
- b. the Vendor or any subcontractor, or an officer or owner of a five (5) percent or greater share of either, is convicted of a criminal offense which in the sole discretion of the Department reflects on the Vendor's integrity;
- c. the Vendor fails to comply with confidentiality laws or provisions of the Contract.

The Department shall not be liable for any costs incurred if termination is for any of the causes stated above. In addition, the Department shall have the right to procure similar services on the open market.

2.6.2 Termination for Default

2.6.2.1 Vendor's Default and Opportunity to Cure

Failure of the Vendor to comply with a material term, condition or provision of the Contract shall constitute default by the Vendor. The Department shall notify the Vendor in writing of the nature of the default. The Vendor shall have thirty (30) calendar days, unless otherwise notified, after such notice to correct the problem(s) that resulted in the default notice. If the default is not corrected to the satisfaction of the Department within the specified time, the Department may issue a notice of immediate termination.

2.6.2.2 Vendor's Default Cured by the Department

If, in the reasonable judgment of the Department, a default by the Vendor is not so substantial as to require termination, reasonable efforts to induce the Vendor to cure the default are unsuccessful and the default is capable of being cured by the Department or another resource without unduly interfering with continued performance by the Vendor, the Department may provide or procure the service to cure the default, in which event, the Vendor shall reimburse the Department for the reasonable cost of the service.

2.6.2.3 Procurement of Similar Services

In the event of termination under this Subsection, the Department shall have the right to procure similar Contract services on the open market. The Vendor shall be liable for the difference between the original Contract price of services and the cost of such services from another vendor, and any other costs directly related to the Vendor's breach such as

costs of competitive bidding, mailing, advertising, Department staff time and attorney's fees. The Vendor shall have thirty (30) days after notice from the Department of the amount of such costs in which to submit payment unless an additional period of time is agreed to by the parties, or the Department may deduct the amount of such costs from any charges payable to the Vendor.

2.6.2.4 Delay or Impossibility of Performance

Neither party shall be in default under the Contract if performance is prevented, delayed or made impossible by an act of God during continuance of the act of God. The delay or impossibility of performance must be beyond the control and without the fault or negligence of the parties. If delay results from a subcontractor's conduct, negligence or failure to perform, the Vendor shall not be excused from compliance with the terms and obligations of the Contract. This Subsection shall not become operative until the party whose performance is delayed or made impossible notifies the other party of the occurrence and reason for the delay. The parties shall make every effort to minimize the time of nonperformance and the scope of services not being performed due to the act of God.

2.6.3 Termination Upon Notice

The Department may terminate the Contract for any reason without penalty by giving written notice to the Vendor at least thirty (30) days before the effective date of termination.

2.6.4 Termination for Insolvency or Bankruptcy

In the event the Vendor ceases conducting business in the normal course, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or its assets, or avails itself of or becomes subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state related to insolvency or the protection of the rights of creditors, the Department may, at its option, terminate the Contract. In the event the Department elects to terminate the Contract under this provision, it shall do so by sending written notice of termination to the Vendor. The date of termination shall be deemed to be the date such notice is mailed to the Vendor, unless otherwise specified in the notice.

2.6.5 Termination for Withdrawal of Department's Authority

In the event the authority of the Department to perform its duties is withdrawn or limited, or services under the Contract are no longer a responsibility of the Department due to federal or state mandate, the Department shall have the right to terminate the Contract without penalty on or before the date the Department's authority is withdrawn or limited. The Department shall use best efforts to provide thirty (30) days' written notice to the Vendor. The obligations of the parties shall end as of the date specified in the termination notice, and the Contract shall be considered canceled. The exclusive, sole and complete remedy of the Vendor in the event of termination under this Subsection shall be payment for services completed through the effective date of termination.

2.6.6 Termination for Unavailability of Funds

The performance by the Department of any of its obligations under the Contract shall be subject to and contingent upon the availability of federal and state funds lawfully applicable for such purposes. If funds applicable to the Contract are not appropriated or otherwise made available at any time during the Contract term, the Department, without penalty, may terminate the Contract. The Department shall use best efforts to provide thirty (30) days' written notice to the Vendor. The obligations of the parties shall end as of the date specified in the termination notice, and the Contract shall be considered canceled. The exclusive, sole and complete remedy of the Vendor shall be payment for services completed through the effective date of termination.

2.6.7 Rights upon Termination

In the event the Department terminates the Contract prior to expiration, the Department shall pay the Vendor for any partially completed deliverables that the Department desires to have the Vendor turn over to the Department on a percentage of completion basis and for any required operating services provided by the Vendor through the effective date of termination, prorated for any partial month. The Department shall make no payments for unfurnished work, work in progress, or raw materials acquired unnecessarily in advance, in excess of the Department's delivery requirements, or initiated after the notice of termination. In no event shall the Department be obliged to pay or otherwise compensate the Vendor for any lost or expected future profits, or costs or expenses incurred with respect to services not actually performed or deliverables not actually provided to the Department.

Upon termination, the Department shall have the right to assume, at its option, any and all subcontracts for services and materials provided under the Contract.

2.6.8 Transition Events

During the transition period and prior to the actual termination date of the Contract, the Vendor agrees to:

- A) negotiate an extension of the Contract if requested by the Department;
- B) cooperate with the Department and an incoming vendor, if any, to ensure a smooth transition of services;
- C) work with the Department and an incoming vendor, if any, to create and implement a transition plan;
- D) create or modify contractual performance standards to ensure that appropriate staff levels are maintained to manage daily responsibilities under the Contract, including cooperation with transition activities;
- E) comply with the Department's instructions for the timely transfer of any work being performed by the Vendor under the Contract to the Department or an incoming vendor, if any.

2.7 Non-Confidentiality

All information regarding this purchase is publicly available.

2.8 Vendor's Confidential or Proprietary Information

The Department acknowledges that in the course of the Vendor performing its obligations pursuant to the Contract, it may obtain confidential and/or proprietary information of the Vendor. The Vendor shall prominently identify information, which the Vendor does not want disclosed. The Department shall treat such information as confidential to the extent such information is determined confidential under Iowa Code Chapter 22 or other provision of law by a court of competent jurisdiction. In the event the Department receives a request for such information, written notice shall be given to the Vendor seventy-two (72) hours prior to the release of the information to allow the Vendor to seek injunctive relief pursuant to Section 22.8 of the Iowa Code.

2.9 Change Orders

2.9.1 Change Order Requests

The Department reserves the right to request from time to time changes to the requirements and specifications of the Contract and the work to be performed by the Vendor under the Contract, including the timing of deliverables.

2.9.2 Procedure

The Department shall submit a request for a Change Order to the Vendor, which shall include a detailed description of the requested service, the priority of the service, a date the service is needed, and a date for submission of a proposal by the Vendor. In its proposal, the Vendor shall describe the procedure and schedule to be employed for the requested service and identify the number of hours necessary to complete the service by labor category and the associated cost to implement the change request. If necessary, the Vendor and the Department shall meet to discuss and clarify any issues related to the requested service. Upon written approval by the Department, the Vendor shall perform the requested service and receive payment according to the terms of the Change Order based upon the rate specified in the Vendor's cost proposal.

If the Department does not accept the Vendor's proposal, the Department may withdraw or modify its change request. If the Department modifies its change request, the procedures set forth above shall apply.

2.9.3 No Agreement on Change Order

If the parties are unable to reach an agreement in writing within fifteen (15) days of receipt of the Vendor's proposal or modified proposal, the Director of the Department shall make a determination of the compensation, procedure or schedule, and the Vendor shall proceed with the

work according to the Director's decision, subject to the Vendor's right to appeal the decision pursuant to Subsection 6.18.9.

2.9.4 Additional Services

If the Department requests or directs the Vendor to perform any service or function that is consistent with and similar to the services being provided by the Vendor under the Contract, but which the Vendor reasonably and in good faith believes is not included within the scope of the Vendor's responsibilities set forth in the Contract, then prior to performing such service or function, the Vendor shall promptly notify the Department in writing that it considers the service or function to be an "Additional Service" for which the Vendor should receive additional compensation. If the Vendor does not so notify the Department, the Vendor shall have no right to claim thereafter that it is entitled to additional compensation for performing the service or function. If the Vendor does notify the Department the service or function shall be governed by the change order procedure in Subsections 6.9.2 and 6.9.3.

2.10 Insurance

2.10.1 Coverage Requirements

The Vendor shall maintain in effect, and file certifications with the Department upon execution of contract, at its own expense, the following types and amounts of insurance covering its work, from an authorized insurer:

- A) Commercial general liability insurance (including premises/operations liability, vendors liability, contract liability, full USA OEM products liability, completed operations liability, broad form property damage liability, personal injury liability, and extended bodily injury and death coverage) in a minimum amount of \$1,000,000 per occurrence and \$2,000,000 aggregate combined single limit for bodily injury or death, personal injury or property damage. The Vendor shall obtain a waiver of any subrogation rights the insurance carrier may have against the Department or the State of Iowa and the waiver shall be indicated on the certificate of coverage.
- B) Professional liability insurance covering the liability of the Vendor for any and all errors or omissions committed by the Vendor, its subcontractors, agents, and employees, in the performance of the Contract in a minimum amount of \$1,000,000 per occurrence.
- C) Automobile liability insurance (including any auto, hired autos and non-owned autos) covering transportation of State clients under this Contract in a minimum amount of \$1,000,000. The Vendor shall obtain a waiver of any subrogation rights the insurance carrier may have against the Department or the State of Iowa and the waiver shall be indicated on the certificate of coverage.
- D) Umbrella liability insurance in a minimum amount of \$2,000,000.
- E) Workers' compensation insurance covering the Vendor's employees as required by Iowa law.

- F) Contractor's Risk Insurance (Contractor's Option) Contractor shall furnish and pay for risk insurance, providing coverage for at least the following losses: Theft, fire, with extended coverage, vandalism and malicious damage to materials incorporated in the project, stored either on or off the job site. If this insurance coverage is not provided, the Contractor shall assume all responsibility for their perils outlined above which may occur prior to project completion and acceptance.

The Vendor's insurance shall insure against any loss or damage resulting from work performed under the Contract. All insurance policies shall remain in full force and effect for the entire term of the Contract. Each policy shall name the State of Iowa and the Department as an additional insured or loss payee, as applicable. The Vendor and any subcontractor performing work under the Contract shall provide certificates of the required insurance to the Department at the time of execution of the Contract. Acceptance of the certificates shall not relieve the Vendor of any obligation under the Contract.

2.10.2 Coverage

All insurance policies required by the Contract shall provide coverage for all claims arising from activities occurring during the performance of the Contract regardless of the date the claim is filed.

2.10.3 Subcontractors

The Vendor shall require any subcontractor to purchase and maintain similar policies of insurance as described in this Subsection.

2.10.4 Notice of Cancellation

The insurer shall state in the certificate that no cancellation of the insurance will be made without at least thirty (30) days' prior written notice to the Department.

2.11 Bonding Requirements

2.11.1 Fidelity Bond None required

2.11.2 Performance Bond None required

2.12 Indemnification

2.12.1 General Indemnification

- A) The Vendor shall defend, indemnify and hold harmless the State of Iowa, the Department, its employees and agents from any and all liabilities, damages, settlements, penalties, judgments, fines and claims, and all related costs and expenses, including reasonable attorney's fees of the Attorney General's Office, and the costs and expenses and attorney's fees of other counsel required to defend the Department arising out of or related to:

- B) any claim, demand, action, citation or legal proceeding against the State, the Department, its employees and agents arising out of or related to occurrences that the Vendor is required to insure against as provided for in the Contract;
- C) any claim, demand, action, citation or legal proceeding against the State, the Department, its employees and agents arising out of or related to any negligent or intentional act or omission of the Vendor, its principals, officers, employees, agents, board members, or subcontractors;
- D) any claim, demand, action, citation or legal proceeding against the State, the Department, its employees and agents arising out of or related to the release of information that the Vendor is required to maintain as confidential information pursuant to federal and state law and as provided for in this Contract;
- E) any claim, demand, action, citation or legal proceeding against the State, the Department, its employees and agents arising out of or related to any failure by the Vendor or any subcontractor to comply with applicable federal, state and local laws, regulations, rules, and orders; or
- F) any claim, demand, action, citation or legal proceeding against the State, the Department, its employees and agents arising out of or related to an act or omission of the Vendor or any subcontractor in their capacity as an employer of a person.

2.12.2 Indemnification Procedure

After receipt by the Department of notice of the commencement or threatened commencement of any civil, criminal, administrative, or investigative action or proceeding involving a claim in which it will seek indemnification, the Department shall notify the Vendor of such claim in writing. Failure to notify the Vendor shall not relieve the Vendor of its indemnification obligations except to the extent that the Vendor can demonstrate damages attributable to such failure. Within fifteen (15) days following receipt of written notice from the Department relating to any claim, but no later than ten (10) days before the date on which any response to a complaint or summons is due, the Vendor shall notify the Department in writing if the Vendor elects to assume control of the defense and settlement of the claim (a "Notice of Election").

If the Vendor delivers a timely Notice of Election, the Vendor shall be entitled to have sole control over the defense and settlement of such claim; provided, however, that:

- A) the Department shall be entitled to participate in the defense of such claim and to employ counsel at its own expense to assist in the handling of such claim and to monitor and advise the Department about the status and progress of the defense;
- B) the Vendor shall at the request of the Department, demonstrate to the reasonable satisfaction of the Department the Vendor's financial ability to carry out its defense and indemnity obligations;
- C) the Vendor shall periodically advise the Department about the status and progress of the defense and shall obtain the prior written approval of the Department before entering into any settlement of such claim or ceasing to defend against such claim, which approval shall not be unreasonably withheld; and

- D) to the extent that any principles of Iowa governmental or public law may be involved or challenged, the Department shall have the right, at its own expense, to control the defense of that portion of such claim involving the principles of Iowa governmental or public law.

If the Vendor does not deliver a Notice of Election as provided above, the Department shall have the right to defend the claim in such manner as it may deem appropriate, at the cost and expense of the Vendor. The Vendor shall promptly reimburse the Department for all such costs and expenses.

2.13 Rights in Data

The Department shall be and remain the owner of all data and records provided to the Vendor and all reports prepared by the Vendor pursuant to the Contract. The Vendor shall not use the Department's data, records and reports for any purpose other than providing services under the Contract, nor will any part of the data, records and reports be disclosed, sold, assigned, leased, or otherwise disposed to third-parties or commercially exploited by or on behalf of the Vendor. The Vendor will not possess or assert any lien or other right against the Department's data records and reports.

2.13.1 Ownership of Work Product

The Department shall own all work products developed or furnished in connection with the Contract by the Vendor or any subcontractor.

2.13.2 General Skills

Notwithstanding anything to the contrary in this Subsection, the Vendor shall be free to use and employ its general skills, know-how and expertise and to use, disclose and employ any generalized ideas, concepts, know-how, methods, techniques or skills gained or learned during the course of performing services under the Contract, so long as it acquires and applies such information without disclosure of any confidential or proprietary information of the Department and without any unauthorized use or disclosure of work product developed in connection with the Contract.

2.14 Liabilities

2.14.1 Increased Costs or Expenses

The Vendor acknowledges and agrees that the Department shall not be responsible for or liable to the Vendor or its subcontractor(s) for any increased costs or expenses that may be incurred by the Vendor under the Contract.

2.14.2 Other Department Vendors

The Vendor acknowledges and agrees that the Department shall not be responsible for or liable to the Vendor or its subcontractor(s) for any damages that may be suffered by the Vendor as a result of any act or omission of any other vendor of the Department.

2.14.3 Legislative Reorganization

The Vendor expressly acknowledges that the project is subject to legislative change by either the federal or state government. Should either legislative body enact measures, which alter the project, the Vendor shall not hold the Department liable in any manner for the resulting changes. The Department shall use best efforts to provide thirty (30) days' written notice to the Vendor of any legislative change. During the thirty (30)-day period, the parties shall meet and make a good faith effort to agree upon changes to the Contract to address the legislative change. Nothing in this Subsection shall affect or impair the Department's right to terminate the Contract pursuant to Section 6.6.

2.15 Project Management

2.15.1 Meetings with Department

Key staff of the Vendor and any subcontractor responsible for the administration of the Contract shall be accessible to Department staff and shall meet with Department staff and staff of other vendors as requested at a time and place specified by the Department. Within fifteen (15) days of a change in staffing of key personnel, the Vendor shall notify the Department of the change. The Plans and Specifications are to remain on file at the office of the IPTV Project Manager. Unless otherwise specified in the agreement, the State shall furnish to the Contractor the number of copies of Drawings and Specifications reasonably necessary to perform the work.

2.15.2 Contract Compliance and Monitoring

The IPTV Project Manager or his representative will carry on periodic site inspections with all contractors involved in the project to insure coordination of the project. The Vendor and any subcontractor shall meet with the Department and provide information as requested to review the Vendor's compliance with the terms of the Contract and level of performance. The Vendor agrees the Department or the Department's duly authorized and identified agents or representatives of the state and federal governments shall have the right to access any and all information pertaining to the Contract, conduct site visits, conduct quality control reviews, review Contract compliance, assess management controls, assess the Contract services and activities, and provide technical assistance.

2.15.3 Status of Vendor

The Vendor and any subcontractor shall at all times be independent vendors and not employees of the State of Iowa. The Vendor and any subcontractor shall be responsible for payment of taxes, fees and charges when due. Neither the Vendor nor the Department, unless otherwise specifically provided for in the Contract, has the authority to enter into any agreement or create any obligation or liability on behalf of, in the name of, or binding upon the other party.

2.15.4 The Contractor

- a) The Contractor shall furnish all permanent and temporary guards, signs, fencing, shoring and underpinning and other protection necessary, if any, in the performance of the contract and for the necessary protection of all public and private property and shall be responsible for any damage caused by failure to comply with this requirement.

- b) Before completion of the contract, the Contractor shall replace or satisfactorily repair all damaged materials and surfaces, which were damaged due to his operation on the project.
- c) The Contractor shall continuously maintain adequate protection of all new work from damage and shall protect the Owner's property and adjacent property from damage arising in connection with this contract.
- d) Insofar as possible, the Contractor and all subcontractors must be employ such methods or means in carrying out the work so as to cause any interruption of, or interference with, the work of any other subcontractor or trade.
- e) The Contractor shall keep the IPTV Project Manger informed of the progress and status of work.
- f) All rules and instructions from IPTV authorities and management shall be rigidly enforced by the contractor and adhered to by all workers. Contractor's employees or sub-contractors found unacceptable shall be permanently removed from the project.
- g) The Contractor's employees shall be required to park personal vehicles in designed areas of the facility grounds. Contractor's equipment and vehicles shall be parked and locked in areas specified by IPTV Project Manager when not in use.
- h) The Contractor shall be given certain areas for storage of his materials and equipment. He shall confine his operations to these areas and shall not be allowed to use any other portion of the grounds for storage or dumping of materials.
- i) Any damage of any kind to the existing building shall be repaired satisfactorily by the Contractor at no additional cost to IPTV.
- j) Any damage done to any equipment shall be repaired satisfactorily by the Contractor at no additional cost to IPTV.
- k) Contractor shall avoid damage to the grounds around the building.
- l) Material stored on-site in approved locations shall be adequately protected from the weather and other possible causes of damage. Within the building, the area of project shall be provided with dust barriers during occasions when project activities generate dust or fumes or odor. Cooperate with the IPTV Project Manager for any such enclosures. Maintain exists from all parts of building during project for building occupants and ongoing activities within the building.
- m) IPTV shall make available electric service from existing locations within the building. The Contractor shall verify the voltage available and provide all connecting switches, fuse protection and wiring necessary to provide temporary light and power throughout the project area until new services are ready for use. No

charge will be made for current use, but the Contractor shall avoid unnecessary usage or overloading of service provided.

- n) The Contractor may use the existing toilet facility. It shall be the Contractor's responsibility to ensure that use of such facility is not abused by workers of the Contractor, or by other subcontractors.
- o) Throughout the period of project, the Contractor shall clean up all work and yard areas and keep the area reasonably free from debris, etc., as required for proper protection for the work. Prior to final acceptance, the Contractor shall remove all debris, tools, and equipment from the project site. Building and site shall be completely cleaned and made ready for use.

2.15.5 Subcontract orders

The Department reserves the right to give prior approval to any subcontract order entered into by the Vendor for requirements of the Contract. A subcontract order shall not affect payment by the Department to the Vendor or the distribution of payments. All subcontract orders shall be in writing and copies shall be provided to the Department upon request. The terms and conditions imposed on the Vendor under the Contract shall also apply to any subcontractor and shall be incorporated into any subcontract order. The Vendor shall be responsible for all work performed under the Contract, whether or not subcontractors are used. A subcontract order shall not relieve the Vendor of any responsibility for performance under the Contract.

The Vendor shall notify the Department of any planned use of subcontractors. This notice shall include, at a minimum, the name and address of each subcontractor, the scope of work to be performed by each subcontractor, the subcontractor's qualifications and the estimated dollar amount of each subcontract order. If during the course of the subcontract order period the Vendor or subcontractor wishes to change or revise the subcontract order, prior written approval from the Department shall be required. The Department shall have the right to request the removal of a subcontractor for good cause.

2.15.6 Approval

The Department shall give any approval or consent required or requested pursuant to the Contract in a timely manner. The Department's approval and consent shall not be unreasonably withheld.

2.15.7 Contract Disputes

The parties shall agree to meet informally to solve any operating or contract disputes (except as otherwise specifically provided for in this agreement), and to mediate the dispute prior to filing a court action (except an action for emergency injunctive relief). A mediator may be established and the costs of such mediation shall be shared equally between the parties. The parties are encouraged to resolve their operational disputes at the project manager level.

2.16 General Provisions

2.16.1 Assignment/Change of Control

No assignment, transfer, or other conveyance of the rights, duties or obligations of the Contract shall be made by the Vendor without the written consent of the Department. This provision includes the reassignment of the Contract due to change in ownership of the Vendor. Any assignment shall be made explicitly subject to all defenses, setoffs or counter claims that would have been available to the Department against the Vendor in the absence of such assignment. All terms, provisions and conditions of the Contract shall be binding upon the parties and their respective successors and assignees.

2.16.2 Compliance with the Laws and Regulations

The Vendor and any subcontractor shall comply with applicable federal, state and local laws, regulations, rules, and orders. The Vendor and any subcontractor shall also comply with applicable federal and state laws regarding business permits and licenses that may be required to perform services under the Contract. The Vendor and any subcontractor shall also comply with state and federal civil rights laws and regulations, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disability Act of 1990. All applicable State laws, municipal ordinances and the rules and regulations of all authorities having jurisdiction over the project shall apply to the contract throughout and shall be deemed to be included the same as though therein written in full.

2.16.3 Contract Modifications

The parties agree to meet and negotiate in good faith any modifications to the Contract which the parties believe are necessary. Modifications shall be mutually agreed to by the Vendor and the Department and incorporated into the Contract as a written amendment. Without written approval of the Department, the Vendor shall not materially alter or vary the services to be performed. The Department reserves the right to modify the Contract as a result of changes in federal or state statutes, regulations, policies, or rules.

2.16.4 Cumulative Rights

The various rights powers, options, elections, and remedies of either party provided in the Contract shall be construed as cumulative and not exclusive of the others or exclusive of any rights, remedies or priorities allowed either party by law, or shall in any way affect or impair the right of either party to pursue any other equitable or legal remedy to which either party may be entitled as long as any default remains in any way UN-remedied, unsatisfied or UN-discharged.

2.16.5 Equal Employment Practices

The Vendor shall comply with all provisions of federal, state, and local laws, rules and executive orders which apply to insure that no client, employee or applicant for employment is discriminated against because of race, religion, color, age, sex, national origin, or disability. The Vendor, if requested, shall provide state and federal agencies with appropriate reports as required to insure

compliance with equal opportunity laws and regulations. The Vendor shall insure that its employees, agents and subcontractors comply with the provisions of this Subsection.

2.16.6 Choice of Law and Forum

The Contract shall be construed and governed in accordance with the laws of the State of Iowa. Any and all litigation or actions commenced in connection with the Contract shall be brought in an appropriate Iowa forum.

2.16.7 Headings or Captions

The paragraph headings or captions are for identification purposes only and do not limit or construe the contents of the paragraphs.

2.16.8 Integration

The Contract and its inclusions of documents by reference, represents the entire contract between the parties and neither party is relying on any representation that may have been made which is not included in the Contract.

2.16.9 Lobbying Restrictions

The Vendor shall comply with all certification and disclosure requirements prescribed by 31 U.S.C. Section 1352 and any implementing regulations and shall be responsible for ensuring that any subcontractor fully complies with all certification and disclosure requirements.

2.16.10 No Conflict of Interest

The Vendor warrants that it has no interest and shall acquire no interest that would conflict in any manner or degree with the performance of the services under the Contract.

2.16.11 Not a Joint Venture

Nothing in the Contract shall be construed as creating or constituting the relationship of a partnership, joint venture, or other association of any kind of agent and principal relationship between the parties. The status of the Vendor and all subcontractors shall be that of an independent vendor. Neither party, unless otherwise specifically provided in the Contract, has the authority to enter into any contract or create a binding obligation or liability on behalf of or in the name of the other party.

2.16.12 Notices

Notices under the Contract shall be in writing, to the representative of the party to receive notice identified below, at the address as it appears below. The effective date for any notice under the Contract shall be the date of mailing, which may be effected by certified U.S. Mail return receipt requested, postage prepaid, or by recognized overnight delivery service such as Federal Express or UPS.

If to Department: Name _____ Title: _____
Iowa Public Television, 6450 Corporate Drive
Johnston, IA 50131,
Phone _____ Fax _____ Email _____

If to Vendor: (Bidder to provide complete contact information to Department)

2.16.13 Obligations Beyond Contract Term

The Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to the contract. All continuing obligations of the Department and Vendor incurred or existing under the Contract as of the date of termination or cancellation shall survive the termination or cancellation.

2.16.14 Obligations of Joint Entities

If the Vendor is a joint entity, consisting of more than one individual, partnership, corporation, or other business organization, all such entities shall be jointly and severally liable for carrying out the activities and obligations of the Contract, and for any default of such activities and obligations.

2.16.15 Publications

The Vendor shall not publish results of Contract activity without prior written approval of the Department. Such publication (written, visual or audio) shall contain an acknowledgment of Department support. A copy of any such publication shall be furnished to the Department at no cost.

2.16.16 Sever-ability

If any provision of the Contract is determined to be invalid or unenforceable by a court of competent jurisdiction, such determination shall not affect the validity or enforceability of any other part or provision of the Contract.

2.16.17 Solicitation

The Vendor warrants that no person or selling agency has been employed or retained to solicit and secure the Contract for commission, percentage or contingency excepting bona fide employees or selling agents retained for the purpose of securing business.

2.16.18 Third-Party Beneficiaries

There are no third-party beneficiaries to the Contract. The Contract is only to benefit the Department and the Vendor.

2.16.19 Utilization of Certified Targeted Small Businesses (TSB)

The Vendor acknowledges it is the policy of the State that TSBs shall have the maximum, practicable opportunity to participate in the performance of state contracts. Where feasible or applicable under the Contract, the Vendor agrees to make a reasonable effort to subcontract order with TSBs provided that to do so is not inconsistent with the efficient performance of the Contract.

2.16.20 Suspension and Debarment

The Vendor certifies pursuant to 31 CFR Part 19 that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract by any federal department or agency.

2.16.21 Waiver

Except as specifically provided in a waiver signed by the Department and the Vendor, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Contract shall not be construed as affecting any subsequent right with respect thereto.

2.16.23 Drug Free Work Place

The Vendor shall provide a drug free workplace in accordance with the Drug Free Workplace Act of 1988 as implemented at 45 CFR Part 76.

2.17 Authorization

Each party to this Contract represents and warrants to the other that:

- It has the right, power and authority to enter into and perform its obligations under this Contract.
- It has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of this Contract, and this Contract constitutes a legal, valid and binding obligation upon itself in accordance with its terms.

2.18 Sovereign Immunity

The State specifically reserves the defense of sovereign immunity as allowed by state or federal law or regulations for any claim arising out of or related to the duties and obligations imposed by this Contract. Every person party to this agreement is hereby notified and agrees that the State of Iowa, the user agency and any federal funding source for the user agency are immune from liability and suit or from contractors' activities involving third parties and arising from this contract.

2.19 Service of Process

Vendor irrevocably consents to service of process by certified or registered mail addressed to Vendor's designated agent. Vendor appoints: (Fill in the Blank), as its agent to receive service of process within the State of Iowa. If for any reason Vendor's agent for service is unable to act as such or the address of the agent changes, Vendor shall immediately appoint a new agent and provide the Department with written notice of the change in agent or address. Any change in the appointment of the agent or address will be effective only upon actual receipt by the Department of the notice required under this section. Nothing in this provision will alter the right of the Department to serve process in any other manner permitted by law.

2.20 Tax Refund

In accordance with the Iowa law, the Contractor shall pay all Iowa Sales and Use Taxes for all materials incorporated in the project under this contract. The Contractor shall submit to the Project Manager an original (and one copy) of the Iowa Department of Revenue and Finance's Form #35-002 (or the current form in use) properly completed and notarized to recover all Iowa Sales and Use Taxes. Contractor shall state Contract or PO#, Supplier name and address, type of material purchased, total price, amount of Sales and Use Tax paid, and to whom paid and when. Use of the term "Miscellaneous" shall be avoided. Final payment cannot be made to the Contractor until the submitted forms have been approved as part off the required documents required for submission at time of project closeout.

2.21 Guarantee

The Contractor shall guarantee all work executed under this contract, both as to workmanship and materials, for a period of not less than one year after the date of final acceptance. Neither the final payment, nor any provision of the contract documents, shall relieve the Contractor of any responsibility for faulty materials or workmanship. And he shall remedy any defect thereto and pay for any damage to other work resulting there from, which shall appear within a period of one year from the date of final acceptance.

End of Chapter 2.

CHAPTER 3 - MANDATORY REQUIREMENTS

RFP BD80400S82

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Chapter 3 -MANDATORY REQUIREMENTS (TECHNICAL SPECIFICATIONS)

3.1 Scope

Iowa Public Television is accepting proposals to provide equipment, installation, support and training for a Digital Television distribution system. The system must at a minimum meet the specifications provided in this RFP.

The system must comply with current FCC and ATSC regulations. The system must be capable of 4:2:2 encoding of the NTSC signal, combining with the ATSC multiplexed ASI stream and converted to a G.703 DS-3 signal to feed the existing ICN fiber optic system ultimately feeding 9 digital / analog transmitters. At the transmitter sites the system must be capable of converting the stream back to a SMPTE-310 stream for digital transmission and to an analog signal for analog transmission. Seven (7) transmitter sites are co-located and two transmitter sites are non-co-located. DS-3 microwave links between non-co-located sites will be provided by IPTV. At the non co-located sites the DS-3 must be routed through the DS-3 Microwave to the digital sites. The system must provide return feeds of both ATSC and NTSC over the DS-3 for monitoring at the studio. The system must provide an Ethernet connection over the DS-3 for remote control use with the ATSC transmitters.

All analog remote controls are in place and operational but will be routed through this new system. The analog remote control is on Audio Channel 4 of the NTSC signal. The system as proposed must contain the latest version technology of each piece of equipment.

3.2 Narrative

Iowa Public Television is a statewide network of nine transmitter sites covering the entire state of Iowa. We currently supply an analog NTSC television signal to our analog transmitters via the state owned fiber optic network utilizing Nortel DV45 encoder/decoders each on a dedicated DS-3. Each DS-3 circuit is a direct duplex feed to and from each transmitter. They cannot be combined at this time into OC3 lines in order to feed multiple transmitters on a single circuit. Nortel no longer supplies encoder/decoders; therefore we are looking for a new transport system. To reduce costs we plan to convert the NTSC analog signal to digital and combine it with the ATSC signal to distribute over the same DS3 fiber optic network currently in use. The ATSC signal will use 19.39Mb of the DS-3 and the NTSC signal will use the remaining bandwidth of the 45Mb DS-3. Note: The DS-3 system from the Network operations center to the ATSC transmitter will not support a clear channel DS-3 due to the FMT-150 equipment at the transmitters. At the transmitter sites the ICN demarcation point is an asynchronous DS3 port from a Nortel FMT-150B terminal shelf. Any means of synchronization must be performed within the DS3 payload using a method such as PLCP as opposed to a method using framing in the DS3 header such as Direct Map.

This is an example of a compatible interface:

Terawave INT-300 ATM DS3 NAU card connector: BNC

Line rate: 44.736 Mbps (+/-20 ppm at self timed, free running mode)

Line code: B3ZS

Framing format: C-bit parity

Test load impedance: 75 ohm +/-5%

Max distance: 450 ft.

Protocol: PLCP with clock recovery for synchronization and Direct Mapping

Note: FMT-150 requires PLCP mapping. Direct mapping will NOT work on this system.

Cell scrambling: on/off

Nominal peak voltage of a pulse: .36V to .85V

Pulse shape: conforms to G.703 section 8

Nominal pulse width: 22.4ns

BER: <10⁻¹²

Max peak-to-peak jitter at an output port: refer to G.824 Jitter tolerance at the output port: refer to clause G.824 Network timed (DS3 frame or PLCP)

*** FMT-150 requires PLCP. Direct mapping will NOT work on this system.

Onboard SMC free run clock.

Standards compliance: FCC Class B using shielded cable.

This must be a completely operational system with all necessary parts included in the bid. All equipment must be supplied with N+1 redundancy. Additional items that responding vendors deem necessary, should be included and should be listed as options with explanations as to why they are needed. AC power and floor space will be provided by IPTV. Any errors or omissions in this specification that are discovered by the responding parties shall be brought to the attention of IPTV engineering department for correction. If these specifications contain conflicts in quantity and or quality, the greater quantity and quality shall apply.

Because of the limited number of qualified IPTV personnel available, the successful respondent shall be responsible for installation, checkout and proof of the transmission system. All cable runs are underneath a computer floor and are NOT in an air plenum. IPTV will provide supervision for the installation. It is possible that our carrier will change to ATM in the future; therefore respondents must include a description of the steps to upgrade to ATM. At this time there are no details for the ICN ATM conversion.

3.3 Configuration

- A. The system shall include nine (9) SD 4:2:2 encoders plus one redundant encoder for encoding NTSC to multiplex with the ATSC ASI stream.
- B. The system shall include the necessary equipment to multiplex the ATSC and the NTSC streams onto the DS-3. (19.39Mb for ATSC and the remainder of the DS-3 for NTSC.)
- C. The system shall take an ATSC ASI signal from a Statistical Multiplexer, combine it with a NTSC encoded ASI stream, and convert to nine (9) G.703 DS-3 signals to feed the ICN fiber system.
- D. The system shall support multiple I/O interfaces, and at a minimum the system shall be capable of supporting SMPTE-310, ASI, DVB-SPI, ATM, DS3, OC3, and E3.
- E. The system shall be capable of supporting up to nine (9) opportunistic data insertion systems. Each system will feed different data to each transmitter on the State wide

network. Note: The data casting systems will be a separate purchase and therefore should NOT be included in this RFP.

- F. The system must encode a return off-air feed of nine (9) ATSC and nine (9) NTSC signals over nine (9) DS-3 fiber circuits for monitoring at the point of origination. The NTSC signal must contain four (4) discrete audio channels. Channel 1 and 2 for stereo, channel 3 for SAP and channel 4 for remote control and status of the NTSC transmitter. The system must support and utilize existing Burk ARC16 and Gentner VRC2000 remote control systems. The system must not affect current dial in backup capability.
- G. The system must currently be in service in the US. A list of current users must be provided. Exceptions to any portion of the configuration not in current service must be stated.
- H. The system shall be capable of supporting up to four (4) transport stream inputs for the purpose of feeding different programming (ASI streams, Multiplexed streams, ATSC/NTSC combination streams) to any or all of nine (9) DS-3 feeds to transmitter sites.
- I. The system shall be configured with two SMPTE-310 outputs meeting ATSC specifications ready for direct connection to a DTV STL microwave transmitter.
- J. There shall be nine (9) decoders to decode the DS-3 signal to composite video with four (4) discrete channels of audio to feed the analog transmitters. Additional consideration will be given to any system that is able to encode a BTSC stereo signal at the studio for distribution to the NTSC transmitters.
- K. The ATSC portion of the DS-3 shall be de-multiplexed and converted to a SMPTE 310 signal for transmission at each transmitter site.

3.4 Monitoring

- A. There shall be nine (9) VSB receivers with SMPTE 310 out that are stable enough to drive the DTV transmitter for use as back up feeds. This output must be auto switching in the event there is loss of the fiber signal. There must be a 3rd SMPTE 310 input to the auto switch for future satellite backup feed.
- B. There shall be five (5) decoders for monitoring ATSC at the studio (One for HD and four for SD) plus one redundant decoder.
- C. There shall be nine (9) decoders for monitoring NTSC at the studio plus one redundant decoder.
- D. There shall be an ASI switcher for selection of each DTV site for monitoring along with a PSIP regenerator and a stream analyzer for signal evaluations. The PSIP regenerator is needed to avoid retuning the decoders for each of the nine (9) transmitter return feeds.
 - 1. Stream analyzer shall have ASI input with optional VSB (RF) and The SMPTE-310 inputs. List costs for the options.
 - 2. The analyzer must display all PSIP and MPEG (PSI) fields.

3. The analyzer must have the ability to record and store a stream for future analysis.
 4. The analyzer must have Ethernet connectivity.
 5. The analyzer must have the capability of connecting to an alarm/notification system for constant monitoring.
 6. The analyzer must have the ability to drive an external monitor.
 7. The analyzer must be capable of upgrading to encompass all tables and fields defined in the ATSC A/65A specifications, and all subsequent amendments.
 8. The analyzer shall contain a logging function with the ability to store logs on a network drive.
 9. The analyzer shall be rack mountable.
- E. ATSC monitors shall be a minimum of 15 inch rack mountable and NTSC monitors shall be a minimum of 9 inch rack mountable. 9 inch monitors will be mounted side by side two monitors in one rack frame.
- F. Any alternatives to section 3.4 (Monitoring) should be stated with reasons for using that method.

3.5 PSIP Regenerators

- A. The system shall include ten (10) PSIP regenerators.
- B. The regenerators must be able to take SMPTE 310 in, modify the VCT and PAT and output SMPTE 310 without degradation of the signal.
- C. The regenerators must be capable of remote control via IP with modem backup.

3.6 Closed Caption

- A. The system shall include necessary equipment to convert EIA608 to EIA708 and pass through EIA708 captioning on each of five (5) DTV channels.
- B. The system shall include necessary equipment to convert EIA708 to EIA608 on One (1) NTSC channel. There shall be redundancy for all equipment in the event of a failure.

3.7 Network Gateway requirements for video, audio and IP connectivity.

- A. The system proposed shall be capable of delivering services over a private DS-3 network from the head end to each site including internal decoder capability for SDI video and AES audio to feed existing NTSC transmitter services. The system shall be capable of providing services over the existing network and in addition must be capable of providing the same services over an ATM network in the future.

- B. The NTSC signal must be mixed with an ATSC signal and put on a DS-3 fiber circuit. The NTSC signal must not be a part of the 19.4 MHz ATSC stream.
- C. The system shall be capable of performing the required network interfacing and decoding functions as outlined in the block diagrams.
- D. The system shall allow control via front panel controls or by Simple Network Management Protocol (SNMP), in addition the SNMP must be controlled locally over an Ethernet Local Area Network (LAN) and in a wide-spread application over the ATM network
- E. The system shall provide an alarm interface, which can light indicators on a status board, activate an audible alarm or connect to a site alarm system.
- F. The system shall include in the DS-3 an Ethernet system with full duplex capability to all transmitter sites to use for monitoring, control, etc.
- G. The system shall be capable of supporting ATM Adaptation Layer formats (AAL1 or AAL5)
- H. The system shall be capable of supporting permanent virtual circuit (PVC) or switched virtual circuit (SVC) services.
- I. The system shall be capable of supporting data rates up to 132 Mbps @ AAL5 (124Mbps @ AAL1).
- J. The system shall be capable of supporting a variety of application interfaces including ASI, SMPTE 310, and SDI video (using integrated decoder for 4:2:0 or 4:2:2 MPEG video).
- K. The system shall support ATM network interfaces for OC3c SM or MM, STM1o, STM1e, DS3, or E3

3.8 Manufacturers Requirements

- A. The manufacturer shall have been engaged in the manufacturing of proposed DTV equipment for a minimum of three years.

3.9 Support

- A. Must offer live 24-hour x 7-day phone support and must have a staff of full-time customer service engineers available for on-site service.
- B. Annual cost for a service contract, including software and/or hardware upgrades, must be stated.
- C. If a service contract is required for short response time during and/or after the warranty period, cost must be stated.
- D. If different levels of service are available, this information with current pricing must be included in bid response.
- E. The manufacturer shall maintain parts and service for a minimum of seven years after the sale of the equipment.

- F. The manufacturer shall provide, at no charge, service bulletins to inform customers of modifications and improvements to the equipment. These bulletins shall provide instruction book updates when necessary.
- G. The manufacturer shall supply two sets of instruction manuals with each part of the system. To clarify, there will be two (2) sets of manuals for all parts located at the master control end and eighteen (18) sets of manuals for all parts at each transmitter site, two (2) sets for each of nine (9) transmitters. These manuals shall include installation, operating and maintenance instructions and troubleshooting procedures. The manuals shall also include parts lists that include part number, circuit designator, and description and generic number wherever possible. The manuals shall also include wiring diagrams, board layouts, and schematics.
- H. The manufacturer shall warrant the equipment to be free from defects in material and workmanship under normal use and service for a period of not less than one year, from the date of final acceptance of the working system. Where normal manufacturer warranties are greater than one year, those warranties will apply. The obligation under all warranties shall be limited to the replacement of defective components and to the shipment of replaced parts to the purchaser FOB destination. Standard published warranties shall apply to any item not identified with the equipment manufacturer's trademark or trade name.

3.10 Vendor Requirements

- a. The Vendor must disclose the time table for installation and completion of a working system in Technical Proposal.
- b. The Vendor must have completed projects of similar size and scope.
- c. The Vendor must disclose any contract terminations including any damages or claims.

3.11 Delivery

This system must be operational before May 1, 2004. Delivery time of equipment as bid and Installation timeline must be stated in the technical proposal.

3.12 Installation and Checkout

- A. The successful bidder will provide equipment racks for the system.
- B. The racks shall be as follows:
 - Amco FX series vertical frames. These are 19" width and 30" deep racks with a louvered door on the rear.
 - FX78-19-30
 - 2ea QCX90 top cowlings
 - 2ea CBX19 bottom cowlings
 - DFHFE78-19L-L doors
 - Color is 116-T
 - Hardware is 10/32

Amco provided 72" 12 outlet plug mold, support clips, and plug mold adapter to allow a flexible electrical conduit connection.

The company is: Dy-Tronix Inc
1221 Park Place N.E.
Cedar Rapids, IA 52402
Ph 319-294-9400; Fax 319-294-9300
Email cedar.rapids@dy-tronix.com
Contact David N. Miller

- C. During installation at the transmitter sites, IPTV personnel will be instructed on how to connect to the DTV transmitter. Cables will be supplied for above connections. Connections to uncompleted DTV transmitters at the time of vendor installation will be completed by IPTV personnel. The vendor will provide phone support during this process.
- D. The successful bidder will provide installation instructions and layout drawings, including amount of rack space required.
- E. The successful bidder will provide a field service engineer to check out, configure, and initialize the system. Training of station personnel must be provided as part of this bid. Bidder must estimate time required to complete training as part of this bid. Travel and lodging for the field engineer is to be included in this bid.
- F. In addition to installation, at least one day of operator training to be included and at least one day of on-site maintenance training shall be included during installation.

3.13 Required Submittals

- A. Respondents must submit a basic line drawing and mechanical layout of their proposed system.
- B. Proposals shall include copies of equipment specification documentation, including manufacturer, and model numbers. Full manuals as described in section 5 above will be required at time of equipment delivery. Full manuals may be requested during the evaluation period if the evaluation committee deems them necessary for proper evaluation of proposed equipment.
- C. The respondents and/or manufacturers shall supply AutoCAD (*. DWG) or (*. DXF) files of all layout and documentation drawings provided.
- D. If requested during the evaluation period, respondents must bring in basic equipment to demonstrate proper operation over our ICN provided DS-3. Basic equipment would include a HD encoder, SD encoder for analog, multiplexer, ASI to DS-3 converter, DS-3 to ASI converter, NTSC decoder, and a decoder for ATSC. A high definition signal will be encoded and multiplexed with the Analog NTSC encoded signal and sent to the transmitter. There it will be looped back on the return DS-3 and decoded at the studio. This will insure to all parties involved that the proposed system will work over the existing DS-3 fiber circuits.

3.14 Upgrade and Expansion Capability

- A. The typical requirements and procedures necessary for upgrading the proposed system, must be stated whether hardware and/or software,
- B. Consideration will be given to ability to upgrade and expand the system while remaining in service.

3.15 References

Respondents shall supply the names, address, phone numbers of not less than four entities, commercial or public broadcasting stations, which have installed equipment of similar scope and size.

3.16 Point of Contact

Successful bidder shall provide a single point of contact regarding all operations of the system.

3.17 Glossary

AES	Audio Engineering Society
AC-3	(Formerly Dolby Digital) the approved 5.1 channel (surround-sound) audio standard for ATSC digital television, using approximately 13:1 compression
ASI	Asynchronous Serial Interface
ATM	(Asynchronous Transfer Mode) A data transmission scheme using self-routing packets of 53 bytes, 48 of which are available for user data.
ATSC	Advanced Television Systems Committee: The ATSC is the committee responsible for developing and establishing Digital-HDTV Standards; as well as all (18) formats of Digital TV.
BTSC	Sometimes known as MTS for Multi-channel Television Sound, it is similar in format to FM stereo but has the ability to carry 2 additional audio channels.
DS-3	A terrestrial and satellite format for transmitting information digitally. Commonly used as a reference to an output device capable of this transmission.
DTV	Digital Television
DVB-SPI	Digital Video Broadcast - Synchronous Parallel Interface (SPI)
DVB-ASI	Digital Video Broadcast – Asynchronous Serial Interface. The DVB-ASI sends MPEG-2 transport packets in bit-serial fashion, at a rate of 270 Mb/sec over a 75-ohm coax cable link
E3	Interface, which operates at 34.368, Mbps over coax cables.
EAS	Emergency Alert System
EIA708	The ATSC standard for conveying caption data in a digital television signal.
HD	HD (High Definition) The generally agreed upon definition of HD is approximately twice the vertical and horizontal picture resolution of today's NTSC TV, which essentially makes the picture twice as sharp. HDTV also has a screen ratio of 16:9 as

	compared with most of today's TV screens, which have a screen ratio of 4:3.
HD-SDI	This is shorthand for High Definition Serial Digital Interface or commonly referring to a 1.5 Gb/sec SMPTE 292M Interface of High Definition 1080 Interlaced Component Digital signal.
I/O	Input/output.
IP	Internet Protocol
IPTV	Iowa Public Television
KHz	Frequency. Kilohertz (x 1000 Hertz)
LAN	Local Area Network
Mb/sec	Megabits/Second
MHz	Megahertz (x 1,000,000 Hertz).
MM	Multi mode
NT	Microsoft Operating System (usually server).
NTSC	(National Television System Committee). This is the organization that developed the analog television standard currently in use in the U.S., Canada, and Japan. This term is now generally used to refer to that standard. The NTSC standard combines blue, red, and green signals modulated as an AM signal with a FM signal for audio.
OC3	(Optical Carrier Level 3). This is a 155 Mb/sec ATM SONET signal stream that can carry three DS3 signals.
PAT	(Program Association Table) Carries information about the MPEG stream.
PBS	Public Broadcasting System
PC	Personal Computer.
PSIP	(Program and System Information Protocol) A part of the ATSC digital television specification that enables a DTV receiver to identify program information from the station and use it to create easy-to-recognize electronic program guides for the viewer at home.
SD	SD (Standard Definition) refers to DIGITAL transmissions with 480-line resolution, either interlaced or progressive scanned formats.
SM	Single mode
SMPTE-310	The SMPTE (Society of Motion Picture and Television Engineers) standard for synchronous serial interface (SSI) for MPEG-2 digital transport streams; used as the "standard" for the output from the ATSC systems multiplexer and the input to DTV transmitters.
RS-232	A standard, single-ended (unbalanced) interconnection scheme for serial data communications.
RS-422	A medium range (typically up to 300-m/1000 ft) balanced serial data transmission standard. Data is sent using an ECL signal on two twisted pairs for bi-directional operation. Full specification includes 9-way D-type connectors and optional additional signal lines.
SDI	The SMPTE 259 M standards based on a 360 Mb/sec transfer rate for wide screen component video.
SMPTE 292M	This is the SMPTE standard for bit-serial digital interface for high-definition television systems.
SNMP	Simple Network Management Protocol
STL	Studio Transmitter Link

STM-1o	Synchronous Transfer Mode –1 optical
STM-1e	Synchronous Transfer Mode –1 electrical
XML	(eXtensible Markup Language). This is a successor to HTML.
XP	Microsoft Operating System (Desktop PC's)
VCT	Virtual Channel Table.

End of Chapter 3

CHAPTER 4
REQUEST FOR PROPOSAL NO. BD80400S282

PROPOSAL FORMAT AND EVALUATION

TABLE OF CONTENTS

- 4.1 INSTRUCTIONS
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- 4.3 EVALUATION PROCESS
- 4.4 TECHNICAL EVALUATION CRITERIA
- 4.5 COST EVALUATION CRITERIA

EXHIBIT A – COST PROPOSAL FORMAT

CHAPTER 4 RFP BD80400S282

PROPOSAL FORMAT AND EVALUATION CRITERIA

4.0 PROPOSAL INSTRUCTIONS

The contents of the proposal shall be as defined in paragraph 4.1. Failure to adhere to these instructions shall cause rejection of the Contractor's proposal.

The sealed "Official Technical Proposal" and the **separately sealed** "Official Cost Proposal", containing the original signatures, Two (2) duplicate paper copies, plus a separate soft copy on CD for each the Technical and Cost Proposal, in MS Word format, shall be delivered in a sealed package(s). See RFP Section 1.15 for treating confidentiality. All sealed packages and CDs shall be clearly labeled with the following information:

- Contractor's Name and Address
- Contact Person and Telephone
- Project Title and RFP Number
- Proposal Due Date and Time
- Original (or Copy)
- Technical Proposal (or Cost Proposal)

4.1 PROPOSAL CONTENTS

All Cost Proposals will remain unopened and separated from the Technical Proposals until the committee has completed its evaluation of the Technical Proposals. The Official Proposal shall consist of the following elements in the order given below.

TECHNICAL PROPOSAL: No pricing information shall be included in the Technical Proposal. All pricing information shall appear only in the Separately Sealed Cost Proposal.

- A. Cover or Title Page including RFP Reference Number, appropriately marked whether it is the Original, a Copy, or a "Public Copy".
- B. Letter of Transmittal
(The Contractor's letter of transmittal must be signed by an officer with the authority to bind the Contractor to providing the services proposed.)
- C. Table of Contents
- D. Executive Summary
- E. Administrative, Contractual, Service Requirements and Contractor Information
 - The Contractor shall provide a positive statement of understanding or compliance with respect to Chapter 1 – Administrative Issues and Chapter 2 – Contractual Terms and Conditions.

- The prospective Vendor shall provide a positive statement with respect to Chapter 2 of the RFP by stating that the prospective Vendor has read, understands and will comply with the contents. Failure to provide a statement will be deemed acceptance by the prospective Vendor of the terms and conditions as stated. The prospective Vendor may take exception to the terms and conditions as required by the State; however, the prospective Vendor's exceptions may be rejected and the entire proposal deemed non-responsive. The State may elect to negotiate with the successful Vendor(s) regarding contractual terms and conditions which do not materially alter the substantive requirements of the proposal or the prospective Vendor's response to the RFP.
- The Contractor shall provide the information requested and / or a positive statement of compliance with respect to each section of Chapter 3. The Contractor should also give detailed explanations as to how it will comply with each of the mandatory requirements in Chapter 3 if it is selected to provide the services requested by this RFP. For a thorough and fair evaluation purpose, statements which say "will comply", or similar language, may be cause for rejection of the entire proposal.

F. One copy of the Technical Proposal on CD included in the Original.

COST PROPOSAL: Cost Proposals shall not be confidential. The **Separately Sealed** Cost Proposal shall consist of the following documents and responses:

- A. Cover or Title Page
- B. Table of Contents
- C. Letter Binding Prospective Vendor to Proposed Costs. The prospective Vendor shall include a letter binding the prospective Vendor to its proposed Costs by providing a statement that the Costs quoted will be binding and unchangeable for a period of not less than 180 days from the date of award of any contract that may result from this RFP.
- D. Letter Certification of Independent Price Determination (See, Chapter 1 for mandatory contents of letter.)
- E. See **Exhibit A** for required cost proposal format.
- E. A soft copy of the Cost Proposal on a separate CD.

4.3 EVALUATION PROCESS

- A. Sealed Proposals from prospective Vendors shall be received until the due date and time as specified in Chapter 1 of the RFP. Late proposals will be rejected and not evaluated. Such proposals will be returned unopened or disposed of by the State at the conclusion of the RFP process.
- B. The Department shall evaluate the contents of the Proposals fairly but at their discretion in the best interests of the State. To assist the Department in evaluating the proposals, proposals may be awarded points (1,000 points maximum) as follows. The compliant prospective Vendor's Proposal may be evaluated by the State's Department and points will be awarded

for each category, as applicable, identified in section 4.4 below based upon the information, responses, and documentation (subject to verification) provided by the prospective Vendor. Sixty Percent (60%) of the maximum number of points available is derived from the Technical Response. The criteria used to evaluate the Technical Response is weighted to reflect the importance of the criteria in the evaluation. Forty Percent (40%) of the maximum number of points available is derived from the Cost Proposal. No prospective vendor is promised a minimum or maximum number of points.

4.4 TECHNICAL RESPONSE EVALUATION CRITERIA (600 points available)

Prospective Vendors will be evaluated on the proposed solution to perform all of the functions and requirements of this RFP in Chapter 3 which include, but are not limited to evaluation of a prospective Vendor's proposed equipment and the prospective Vendor's ability to logically plan and implement its strategy to effectively achieve the department's goals.

25 pts for previous experience in projects of similar in size and scope.

100 pts for knowledge of equip and skills that prepare them to carry out their proposed solution.

75 pts for ability to logically plan and strategy to effectively achieve the project goals.

75 pts for quality of work.

25 pts for Quality and Quantity of Client References.

25 pts for Vendor's history of contract terminations, damages or claims.

100 pts for Vendor's "knowledge transfer" (training) methods

25 pts for Vendor's compliance with required submittals.

50 pts for Vendor's proposed timeline for completion of project.

75 pts for after-sale warranties and / or guarantee's and proposed after-sale maintenance support.

25 pts for Vendor's acceptance of State Contractual Terms and Conditions and terms of payment.

References will be utilized to verify information provided by prospective Vendors. In the sole discretion of the State, a prospective Vendor may be disqualified from further consideration if the Vendor provides false or misleading information in its proposal.

4.5 COST EVALUATION CRITERIA (400 points available)

To assist the Department in evaluating the proposals, Cost proposals may be evaluated and points awarded as follows. The cost proposals will be ranked from cheapest to the most expensive. The cheapest shall receive the maximum number of points available in this section. To determine the number of points to be awarded all other cost proposals, the cheapest bid will be used in all cases as the numerator. Each of the other bids will be used as the denominator. The percentage will then be multiplied by the maximum number of points and the resulting number will be the cost points awarded to other compliant vendors. Percentages and points will be rounded to the nearest whole value.

Example: Vendor A quotes \$35,000. Vendor B quotes \$45,000. Vendor C quotes \$65,000.

Vendor A: $\frac{\$35,000}{\$35,000}$ = receives 100% of available points on cost.

Vendor B: $\frac{\$35,000}{\$45,000}$ = receives 78% of available points on cost.

Vendor C: $\frac{\$35,000}{\$65,000}$ = receives 54% of available points on cost.

The compliant prospective Vendor's Technical Points will be added to the Cost Points awarded to obtain the total points awarded for a proposal.

End of Chapter Four

Exhibits

EXHIBIT A – COST PROPOSAL FORMAT

REQUEST FOR PROPOSAL NO BD80400S282

DELIVERABLE

PRICE (in US Dollars)

ITEMIZED PRODUCTS OR BILL OF MATERIALS:

Refer to Chapter 3 (You may reference attachments)

_____	_____
_____	_____
_____	_____

TOTAL MATERIALS:

INSTALLATION & SUPERVISION LABOR:

(All inclusive of costs and expenses).....

ONE DAY OF OPERATOR TRAINING.....

ONE DAY ON-SITE MAINTENANCE TRAINING

ANNUAL COST FOR SERVICE CONTRACT (S)...

TOTAL COST:

Terms: Net 60; **FOB:** DESTINATION (all freight costs included in above prices)

SUBMITTED BY:

NAME _____ DATE: _____

TITLE _____ PH: _____

SIGNATURE _____ FAX: _____

COMPANY _____ EMAIL: _____

MAILING ADDRESS _____

Attach a Completed and Signed Federal W9 Form.

EXHIBIT B

Transmitter
Block Drawing
10- Feb- 2003
Updated 3- Sept- 2003



at Doc

EXHIBIT C

BUILDING DRAWING



at Doc

EXHIBIT D

NETWORK VIDEO CENTER DRAWING



at Doc

EXHIBIT E

XMTR SITE MAP



Exhibit F

This RFP is similar to BD 80300S243 except that it does not include the following list of equipment. This list of equipment will be purchased through PBS as the EIOP package or some optional items may be bid separately.

- 4-SD DTV encoders
- 1-HD DTV encoder
- Statistical Multiplexer
- Control PC for controlling encoders
- EIA708 closed caption encoder
- PSIP Generator
- Data casting equipment
- HD master control
- Logo inserter
- HD Up Converter

ATTACHMENTS

ATTACHMENT 1:

PROSPECTIVE VENDORS – SIGN AND SUBMIT CERTIFICATION WITH PROPOSAL.

PROPOSAL CERTIFICATION

I certify that I have the authority to bind the vendor indicated below to the specific terms, conditions and technical specifications required in the attached Request for Proposal BD80400S282 and offered in the vendor's proposal. I understand that by submitting this proposal, the vendor indicated below agrees to provide the services, which meet or exceed the requirements of the RFP unless noted in the proposal and at the prices quoted by the vendor.

I certify that the contents of the proposal are true and accurate and that the vendor has not knowingly made any false or misleading statements in the proposal.

Signature:

Date:

Printed Name and Title

Name of Vendor Organization

ATTACHMENT 2:

PROSPECTIVE VENDORS – SIGN AND SUBMIT CERTIFICATION WITH PROPOSAL.

**CERTIFICATION OF INDEPENDENCE AND
NO CONFLICT OF INTEREST**

By submission of a proposal in response to RFP BD80400S282, the vendor certifies (and in the case of a joint proposal, each party thereto certifies) that the proposal has been developed independently, without consultation, communication or agreement with any employee or consultant of the Department who has worked on the development of this RFP, or with any person serving as a member of the evaluation committee; the proposal has been developed independently, without consultation, communication or agreement with any other vendors or parties for the purpose of restricting competition; unless otherwise required by law, the information in the proposal has not been knowingly disclosed by the vendor and will not knowingly be disclosed prior to the award of the contract, directly or indirectly, to any other vendor; no attempt has been made or will be made by the vendor to induce any other vendor to submit or not to submit a proposal for the purpose of restricting competition; no relationship exists or will exist during the contract period between the vendor and the Department that interferes with fair competition or is a conflict of interest.

Signature:

Date:

Printed Name and Title

Name of Vendor Organization

ATTACHMENT 3:

PROSPECTIVE VENDORS – SIGN AND SUBMIT CERTIFICATION WITH PROPOSAL.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION—LOWER TIER COVERED TRANSACTIONS

By signing and submitting this Proposal in response to RFPBD80400S282, the vendor is providing the certification set out below:

1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the vendor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
2. The vendor shall provide immediate written notice to the person to which this Proposal is submitted if at any time the vendor learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principle, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this Proposal is submitted for assistance in obtaining a copy of those regulations.
4. The vendor agrees by submitting this Proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
5. The vendor further agrees by submitting this Proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

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6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. A participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

8. Except for transactions authorized under paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

- (1) The vendor certifies, by submission of this Proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (2) Where the vendor is unable to certify to any of the statements in this certification, such vendor shall attach an explanation to this Proposal.

Signature:

Date:

Printed Name and Title

Name of Vendor Organization

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ATTACHMENT 4:

PROSPECTIVE VENDORS – SIGN AND SUBMIT CERTIFICATION WITH PROPOSAL.

AUTHORIZATION TO RELEASE INFORMATION

_____ (Name of vendor) hereby authorizes any person or entity, public or private, having any information concerning the vendor's background, including but not limited to its performance history regarding its prior rendering of services similar to those detailed in RFP BD80400S282, to release such information to the Department.

The vendor acknowledges that it may not agree with the information and opinions given by such person or entity in response to a reference request. The vendor acknowledges that the information and opinions given by such person or entity may hurt its chances to receive contract awards from the Department or may otherwise hurt its reputation or operations.

The vendor is willing to take that risk. The vendor agrees to release all persons, entities, the Department, and the State of Iowa from any liability whatsoever that may be incurred in releasing this information or using this information.

Printed Name of Vendor Organization

Signature of Authorized Representative

Date

Printed Name and Title

ATTACHMENT 5:

PROSPECTIVE VENDORS – SIGN AND SUBMIT CERTIFICATION WITH PROPOSAL.

**CERTIFICATION OF CONFIDENTIALITY
AND NONDISCLOSURE AGREEMENT**

I _____(Print Name)

For _____(Vendor)

acknowledge that in the performance of responsibilities under a contract my company may acquire or have access information regarding State of Iowa employees, clients and/or Iowa citizens and that such information is designated as “proprietary and confidential”.

I acknowledge that my company may be subject to significant Federal and State criminal and civil penalties if it misuses or improperly releases / discloses the confidential information it may acquire or have access to.

Therefore, my company agrees not to disclose or misuse such information except for purposes of performing under the contract. If there is doubt over confidentiality, we will regard it as confidential information. We further agree to adhere to any written procedures and policies with respect to the handling of confidential information.

I understand, acknowledge, and agree that this confidentiality and nondisclosure agreement remains in full force and effect after the conclusion, termination or expiration of the contract.

(Signature) Date: _____